

INSTRUMENT OF PARTIAL RELEASE APR 25 1975-12 15 PM

INTERSTATE COMMERCE COMMISSION

WHEREAS, by a Reconstruction and Conditional Sale Agreement dated as of December 1, 1972 (hereinafter called the Conditional Sale Agreement) among State Mutual Life Assurance Company of America (therein and hereinafter called the Vendor), Louisville and Nashville Railroad Company (therein and hereinafter called the Railroad), L&N Investment Corporation (therein and hereinafter called the Builder) and Trust Company of Georgia, as Trustee, the Vendor agreed to sell to said Trustee its interest in the railroad equipment described in Schedule A thereto (hereinafter called the Equipment) after it had been reconstructed by the Builder;

WHEREAS, by a Lease of Railroad Equipment dated as of December 1, 1972 (hereinafter called the Lease) between Trust Company of Georgia, as Trustee (therein and hereinafter called the Lessor) and the Railroad, as Lessee, the Lessor leased to the Railroad the Equipment, subject to all the rights of the Vendor under the Conditional Sale Agreement;

WHEREAS, the Conditional Sale Agreement was filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on March 2, 1973 and assigned Recordation No. 6948;

WHEREAS, the Lease was filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on March 2, 1973 and assigned Recordation No. 6948-A;

WHEREAS, an 80-ton open top hopper car bearing L&N Road Number 189923 (hereinafter called the Unit) subject to the Conditional Sale Agreement and Lease has suffered a Casualty Occurrence;

WHEREAS, the Railroad has paid or will pay to the Lessor, pursuant to Section 6 of the Lease, the Casualty Value of such Unit;

WHEREAS, the Lessor, as Vendee under the Conditional Sale Agreement, has paid or will pay to the Vendor, pursuant to Article 6 of the Conditional Sale Agreement the Casualty Value of such Unit;

WHEREAS, the Lessor, as Vendee under the Conditional Sale Agreement, has paid or will pay to the Vendor, pursuant to Article 6 of the Conditional Sale Agreement the Casualty Value of such Unit;

WHEREAS, the Lessor, as Vendee under the Conditional Sale Agreement, is entitled to receive from the Vendor this instrument confirming passage to the Lessor of all of the Vendor's right, title and interest in such Unit and the release of such Unit from the terms and conditions of the Conditional Sale Agreement;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

The Vendor does hereby bargain, sell, assign, transfer and set over to the Lessor all of its right, title and interest in the Unit and release such Unit from the terms and conditions of the Conditional Sale Agreement.

The Lessor does hereby release such Unit from the terms and conditions of the Lease.

This instrument may be contemporaneously executed in two or more counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall con-

stitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of April 15, 1975.

STATE MUTUAL LIFE ASSURANCE
COMPANY OF AMERICA

By Edmund T. Bennett *EB*
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VICE PRESIDENT

(Corporate Seal)

ATTEST:

Barbara Smith
Assistant Secretary

TRUST COMPANY OF GEORGIA,
As Trustee,

By _____

(Corporate Seal)

ATTEST:

COMMONWEALTH OF MASSACHUSETTS)
) SS:
)
COUNTY OF WORCESTER)

On this 22ND day of April, 1975, before me personally appeared EDMUND T. BENNETT to me personally known, who being by me duly sworn, says that he is A VICE PRESIDENT of State Mutual Life Assurance Company of America, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledge that the execution of the foregoing instrument was the free act and deed of said corporation.

Thomas C. Powley
Notary Public

(Notarial Seal)

My Commission expires:

THOMAS C. POWLEY

My Commission Expires June 12, 1981

STATE OF GEORGIA)
COUNTY OF FULTON) SS:

On this day of April, 1975, before me personally appeared , to me personally known, who being by me duly sworn, says that he is of Trust Company of Georgia, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

(Notarial Seal)

My Commission Expires:

INSTRUMENT OF PARTIAL RELEASE

WHEREAS, by a Reconstruction and Conditional Sale Agreement dated as of December 1, 1972 (hereinafter called the Conditional Sale Agreement) among State Mutual Life Assurance Company of America (therein and hereinafter called the Vendor), Louisville and Nashville Railroad Company (therein and hereinafter called the Railroad), L&N Investment Corporation (therein and hereinafter called the Builder) and Trust Company of Georgia, as Trustee, the Vendor agreed to sell to said Trustee its interest in the railroad equipment described in Schedule A thereto (hereinafter called the Equipment) after it had been reconstructed by the Builder;

WHEREAS, by a Lease of Railroad Equipment dated as of December 1, 1972 (hereinafter called the Lease) between Trust Company of Georgia, as Trustee (therein and hereinafter called the Lessor) and the Railroad, as Lessee, the Lessor leased to the Railroad the Equipment, subject to all the rights of the Vendor under the Conditional Sale Agreement;

WHEREAS, the Conditional Sale Agreement was filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on March 2, 1973 and assigned Recordation No. 6948;

WHEREAS, the Lease was filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on March 2, 1973 and assigned Recordation No. 6948-A;

WHEREAS, an 80-ton open top hopper car bearing L&N Road Number 189923 (hereinafter called the Unit) subject to the Conditional Sale Agreement and Lease has suffered a Casualty Occurrence;

WHEREAS, the Railroad has paid or will pay to the Lessor, pursuant to Section 6 of the Lease, the Casualty Value of such Unit;

WHEREAS, the Lessor, as Vendee under the Conditional Sale Agreement, has paid or will pay to the Vendor, pursuant to Article 6 of the Conditional Sale Agreement the Casualty Value of such Unit;

WHEREAS, the Lessor, as Vendee under the Conditional Sale Agreement, has paid or will pay to the Vendor, pursuant to Article 6 of the Conditional Sale Agreement the Casualty Value of such Unit;

WHEREAS, the Lessor, as Vendee under the Conditional Sale Agreement, is entitled to receive from the Vendor this instrument confirming passage to the Lessor of all of the Vendor's right, title and interest in such Unit and the release of such Unit from the terms and conditions of the Conditional Sale Agreement;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

The Vendor does hereby bargain, sell, assign, transfer and set over to the Lessor all of its right, title and interest in the Unit and release such Unit from the terms and conditions of the Conditional Sale Agreement.

The Lessor does hereby release such Unit from the terms and conditions of the Lease.

This instrument may be contemporaneously executed in two or more counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall con-

stitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of April 15, 1975.

STATE MUTUAL LIFE ASSURANCE
COMPANY OF AMERICA

By _____

(Corporate Seal)

ATTEST:

TRUST COMPANY OF GEORGIA,
As Trustee,

By R. M. Beck
Corporate Trust Officer.

(Corporate Seal)

ATTEST:

Donaldson
Assistant Corporate Trust Officer.

STATE OF GEORGIA)
) SS:
COUNTY OF FULTON)

On this *22nd* day of April, 1975, before me personally appeared *R. M. Bell*, to me personally known, who being by me duly sworn, says that he is *Corporate Trust Officer* of Trust Company of Georgia, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Brenda Russell
Notary Public

(Notarial Seal)

My Commission Expires:

NOTARY PUBLIC, GEORGIA STATE AT LARGE
MY COMMISSION EXPIRES NOVEMBER 1, 1977